

MR. PANOCAST'S DAUGHTER.

DID VAN DORN INFLUENCE HER UNDULY?

HER FATHER DECLARED HER MIND UNSOUND.

JUDGE BARRETT SEEKS TO THINK SO TOO.

In the library adjoining the private offices of the Justices of the Supreme Court Justice Barrett yesterday gave a private hearing in the habeas corpus proceedings in which William Van Dorn claims that Minnie, the daughter of George Panocast, is his wife and is unlawfully imprisoned by her father at his residence, No. 84 West Thirty-first. The young woman, who is deaf and dumb, and who, her father claims, is of weak mind and therefore incapable in the eye of the law of making a marriage contract, was led before the Judge by Mr. Panocast's counsel, Joseph T. Davies. She was plainly attired, her face was plain, and by her demeanor she plainly showed that she took no intelligent interest in what was going on. She was accompanied by her aunt, Miss Archer, by her governess, and by her brother and brother-in-law. She apparently avoided looking at Mr. Van Dorn, who stood with his counsel, William F. Howe, opposite her and constantly kept his eyes fastened upon her.

Mr. Davies presented Mr. Panocast's return to the writ, in which he declared that his daughter was not restrained of her liberty, that she was of unsound mind and was not the wife of Van Dorn, that she prefers to live with her father, and that she was unduly influenced by Van Dorn and induced to take part in the marriage ceremony. He denied that she loved Van Dorn or that he loved her. He said it was not true that he was opposed to Van Dorn because he was not wealthy or that he had ever authorized the offer of any money to him to induce him to withdraw his claim to his daughter. He declared that Van Dorn was actuated solely by mercenary motives and had offered to go away for \$5,000. His son and son-in-law had given Van Dorn \$25 because he said he was without money, and for that reason he had been compelled to sell his services.

In conclusion he stated that proceedings for amending the marriage and to inquire in regard to his daughter's sanity had been instituted.

Mr. Howe asked whether Mr. Davies had not made any specific inquiry, and he replied that Mr. Davies thought the writ should be dismissed at once, as she was already in the custody of the court. The Sheriff's jury, Justice Barrett decided to grant the adjournment, thus keeping alive the habeas corpus proceedings until after the trial of the case between the defendant and Colonel Charles S. Spencer for the plaintiff. Mr. Davies said he was satisfied with this and added: "I shall regard it as a protection of this young person in the industry to have it done." The Sheriff's jury, Justice Barrett decided to grant the adjournment, thus keeping alive the habeas corpus proceedings until after the trial of the case between the defendant and Colonel Charles S. Spencer for the plaintiff. Mr. Davies said he was satisfied with this and added: "I shall regard it as a protection of this young person in the industry to have it done."

Justice Barrett said he would confer with his privately held papers concerning this. He took her into another room and soon after brought her back and said: "The lady could not hear me or understand what I said. She said she could not hear me or understand what I said. I think this proves—Madame, do you wish to speak with Mr. Van Dorn?" She wrote under this: "I don't want to speak with him." I wrote: "Are you willing that he should speak to you?" She said if she meant "no," then "I am not willing." She seemed confused and did not understand. I wrote: "Do I understand that you do not desire to hold any communication or conversation with him?" She said "no." I then said "I don't understand." Therefore it is unnecessary to make any further order in the matter. After what she has said I certainly do not deserve of having anything to do with him."

MRS. CHURCHILL LOSES HER SUIT.

The suit of Mrs. Laura A. Churchill against Miss Josephine Lewis, in which she sought to recover \$25,000 on the allegation that the defendant had alienated the affections of her husband, came to an end yesterday. George W. Lyon addressed the jury in behalf of the defendant, and Colonel Charles S. Spencer for the plaintiff. Justice Van Vorst, in charging the jury, said he believed this was the first action of this kind brought in this country by a wife. He did not desire to express an opinion as to whether the evidence sustained the charge of improper relations between the defendant and the plaintiff, but he told the jury in order that the jury might legally give a verdict for the plaintiff that it must be shown that these relations of criminality were entered into at the instigation of the plaintiff. The court directed the jury to verify in their verdict that there were 1,299 unmerchandiseable cans. The defense refused to admit that more than 100 cans were bad and brought suit to recover the price of the entire 1,198 cans. The case was tried before Justice Chancery in the Second District Court, and various specimens of sardines were exhibited. Among the witnesses for the defense was Dr. Cyrus Edson, who testified that on the day before the trial he had examined 1,150 cans selected at random as cans for consumption, and when he opened them at random they were found to be rank and decomposed. The court directed the jury to award the defendant's favor. Charles E. Hill and A. B. Garrison represented the plaintiffs; Henry W. Sackett appeared for McColl Bros.

SARDINES IN THE COURT-ROOM.

Henry Nordiner & Co., in October sold to McColl Bros. of No. 52 Frontal, about 5,000 cans of sardines, with a provision that those rendered unmerchantable by fermentation should be excepted. McColl Bros. paid \$100 for each can. Now it is claimed that there were 1,299 unmerchandiseable cans. The defense refused to admit that more than 100 cans were bad and brought suit to recover the price of the entire 1,198 cans. The case was tried before Justice Chancery in the Second District Court, and various specimens of sardines were exhibited. Among the witnesses for the defense was Dr. Cyrus Edson, who testified that on the day before the trial he had examined 1,150 cans selected at random as cans for consumption, and when he opened them at random they were found to be rank and decomposed. The court directed the jury to award the defendant's favor. Charles E. Hill and A. B. Garrison represented the plaintiffs; Henry W. Sackett appeared for McColl Bros.

TRYING TO CLOSE THE SAITOJIUS CASE.

Suits were made yesterday to close the hearing in the Saitojius case, and it will be resumed today at 10 a.m. Edward McDonald, a private detective, swore that Mr. Wilts at nearly all of the six days' walking matches in this city as a boxer for Bowell, and that he was not present at the trials. This was contradicted by Dr. William H. Taylor, of No. 248 West Forty-fourth-st. Mrs. Chi Saitojius's sister, aware that the silverware taken away by Mrs. Saitojius was recovered by Mr. Wilts, and that he was the thief of his favor. Charles E. Hill and A. B. Garrison represented the plaintiffs; Henry W. Sackett appeared for McColl Bros.

THE COURT OF APPEALS.

ALBANY, Feb. 26.—The Court of Appeals will meet on March 1. The day calendar is as follows:

No. 950, 955, 924, 925, 928, 945, 946 and 955.

March 2 and 16 will be motion days.

GRAIN AND PRODUCT MARKETS.

FEATURES OF NEW-YORK DEALINGS.

In the grain speculation yesterday, corn was again the most interesting feature. The other cereals were dull and featureless. The "squeeze" in corn apparently is more than a thing of the past; the pressure to sell was heavy, and looked like a premonition of a further decline. Corn lots fell from 1 to 2½ per cent; exporters bought 100,000 bushels. The February operations naturally were demoralized by the losses in spot market, and prices fell 2½ cents and rallied at the end only ½ to 50 cents. The other months suffered a decline of 4½ cents and then rallied 2½ cent, the whole market ending only steady. Market was at 4½ to 50 cents, and 4 to 4½ cents at 40 and 40½ cents. The canola market was sound but heavy in tone. The options were sustained by fears of crop damage growing out of the severe weather, but even then full support was not given. The market was sound, but was never sold for February and March at 92½, April at 93½ and May at 95½. For June at 96½, for July at 98½ and August at 98½. For September at 97 cents, and so on lower as follows: February, 97½ cents; March, April and June, 97½ cents; and May, 97½ cents. There was less activity in the long speculation, but prices were generally firm.

The receipts of grain in New York, Philadelphia, Baltimore and Boston yesterday were as follows: Wheat, 1,745 bushels; corn, 1,126 bushels; oats, 1,220 bushels; barley, 125 bushels; rye, 125 bushels; and 21,662 barrels. At Chicago, Milwaukee and St. Louis the arrivals were: Wheat, 29,116 bushels; corn, 46,562 bushels; oats, 11,799 bushels; total grain, 64,562 bushels; flour, 13,458 barrels.

THE PETROLEUM MARKET.

Complaints of traders are loud at the dullness of the certificate market and the treacherousness of its course and many of the large scalpers are devoting all their energies and abilities to "making money" out of the market.

The market has last until there is a renewed estimation in oil and there will be found that speculators have little prospect of success against you to turn an honest profit around the oil market. At the same time it must be confessed that the oil market is at present under a cloud which will require care and treatment, and as far as the public is concerned the tenor of the stories from the oil companies continues to be discouraging and the bears make the point that there is a constant increase to prices, not only in the long term, but also in the short term, and that the explorations for natural gas now being carried on to extensively, and which may yield not what is sought for but oil instead. Yet the market shows not a little strength in the long speculation, but prices were generally firm.

Yesterday's business was trifling and the fluctuation of prices was less than 1 cent in the extreme, but the close was unchanged from Thursday night.

The range of prices and the dealings at the commodity exchange were as follows:

Opening..... 79½ Lowest..... 79

Highest..... 79½ Final..... 79½

Sales, barrels..... 2,729,000

There was no change in the price of refined oil.

BRADFORD, Penn., Feb. 26.—Crude Oil—National Transit Certificates opened at 79½ and closed at 79½; highest price, 79½; lowest price, 79; runs and total shipment not reported; charters, 21,190 barrels; insurance, 3,712,000 barrels.

EUROPEAN FINANCIAL MARKETS.

LONDON, Feb. 26.—12½ p.m.—United States four per cent bonds, 110½ to 111; one-half per cent, 114½ to 115; Atlantic and Great Western four per cent bonds, 114½ to 115; Biscay, 39½; see Second Mortgage, 111½; Erie, 25½; see Second Mortgage, 111½; St. Paul, 16½; Boston, 61½; New York Central, 114½; Pennsylvania, 16½; Reading, 13.

London, Feb. 26.—New York Central stocks quote 104 to 105 for 200 certificates; West Coast Bonds, 114 to 115; Atlantic and Great Western, 114 to 115; Biscay, 39½; see Second Mortgage, 111½; Erie, 25½; see Second Mortgage, 111½; St. Paul, 16½; Boston, 61½; New York Central, 114½; Pennsylvania, 16½; Reading, 13.

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